

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF WESTFORD

AND

WESTFORD PUBLIC WORKS ASSOCIATION

JULY 1, 2011 THROUGH JUNE 30, 2013

(Ratified by Board of Selectmen DATE)

(WPWA voted to approve DATE)

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AGREEMENT

This Agreement is made and entered into by and between the Town of Westford, Massachusetts, hereinafter referred to as the “TOWN,” and the Westford Public Works Association, hereinafter referred to as the “UNION”.

WITNESSETH:

WHEREAS the well-being of the employees covered by this Agreement and the efficient and economic operation of the Highway Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and highway administration; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I

RECOGNITION AND UNION SECURITY

Section 1

The Town recognizes the Union as the sole and exclusive bargaining agent, with respect to wages, hours, and other conditions of employment, for all employees of the Highway Department excluding superintendents, engineers, and all summertime, temporary, and secretarial employees, as set forth in MCR-04-5080.

Section 2

The Town agrees that it will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining, or make any agreement with any group or individual for the purposes of undermining the Union or changing any provisions contained in this Agreement.

ARTICLE II

EMPLOYEES' RIGHTS AND OBLIGATIONS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary:

Section 1

Employees shall have and be protected in the exercise of, the right freely and without fear of penalty or reprisal, to form, join or assist the Union; to hold office and participate in the management of the Union; to act in the capacity of a Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities.

In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion and from any discrimination in regard to promotion, or other conditions of employment.

Section 2

No representative, department official, or agent of the Town shall:

- A. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
- B. Interfere with the formation, existence, operations or administration of the Union;
- C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union; or
- D. Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearing, negotiations or conferences for or in behalf of the Union; or
- E. Refuse to meet or confer at such times as are set forth in the contract, concerning such matters for which conferences or meetings are required by a specific clause of this contract.

Section 3

The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union. Neither the Highway Department nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, or age.

Section 4

In the event of a personnel reduction, the Town agrees that it will provide a minimum of thirty days notice to the Union in advance of the effective date and agrees to meet with the Union to discuss such reduction in force prior to implementation.

Section 5

Subject to the operational needs of the Town, the Local President or his designee shall be granted reasonable time off during working hours, without loss of pay or benefits, to attend meetings with town officials to administer grievances provided that they request and gain permission from the Town Manager or his/her designee.

Section 6

The WPWA shall notify the Town of the names of the employees on the bargaining committee prior to the first negotiating session and of any changes to the structure of the committee as soon as is practicable. The parties shall arrange for negotiations so that members of the WPWA Bargaining Committee can attend without loss of pay or benefits. The number of Bargaining Committee members eligible to appear without loss of pay or benefits under this section shall not exceed three at any given negotiation session.

Section 7

Town will provide not more than two days off per year without loss of pay or benefits for one employee of the bargaining unit to carry out official Union Business. In the year in which the Contract is to be renegotiated, one additional day off will be provided for one employee without loss of pay or benefits, said day to be used for specifically for preparation for contract negotiations.

ARTICLE III

MANAGEMENT RIGHTS CLAUSE

Section 1

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Westford in the Employer and the Highway Superintendent for the efficient and economical operation of the Highway Department, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Employer and its agents, including the Highway

Superintendent retain all rights and powers which they have or may hereafter be granted by law in managing the Highway Department, and directing the work force, and may exercise the same at their discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Section 2

The Town and the Union agree that the Town shall retain and reserve all its statutory rights, authority and obligations in the administration of the Highway Department and the direction of its employees. All the functions, rights, powers and authority which the Town now has or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions and authority of an employer, which it has not specifically delegated or modified by the Agreement are recognized by the Union to be retained by the Town.

Section 3

The above rights are solely and exclusively the prerogative of the Employer subject only to such limitations as are expressly provided for in this Agreement.

Section 4

Without limiting the generality of the foregoing, the Town specifically retains the right:

- To determine the organization of the departments and their functions, the number of employees, the work tasks, and the technology of performing them; to determine the numbers, types, and grades of positions or employees assigned to a work project, or to any location, task or building;
- To determine the policies and practices involving or affecting the hiring of personnel, including physical, educational, experience and skill qualifications of new hires;
- To determine the equipment to be used;
- To lay off employees in the event of lack of work or funds;
- To enforce existing rules and regulations for the governance of functions of the department and to add to or modify such regulations as it deems appropriate, subject to G.L.c. 150E.

The Town also reserves the right to decide how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver of such right by either party.

ARTICLE IV

NO STRIKE CLAUSE

Neither the Union nor any employees covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow down, or withholding of services. The Union agrees that neither it nor any of its officers or agent will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down or withholding of services.

ARTICLE V

DISCIPLINE AND DISCHARGE

Section 1: Probation

- A. A new employee shall be on probation for 270 days from the date of hire.
- B. During the first 180 days an employee is on probation, the Town may terminate the employment of such an employee in its sole discretion and neither the union nor the employee will have recourse to the grievance procedure set forth below.
- C. From the employee's 181st day of employment through to the employee's 270th day of employment the employee is on modified probation and the Town may not terminate the employment of such employee without just cause, except pursuant to the following: Should the Town seek to terminate the employment of an employee on modified probation status for a work performance deficiency the Town must provide written notice to the employee and the union of the reason(s) and provide the employee with 30 days in which to address any work deficiencies. At the end of the 30 day period the employee's performance is to be reviewed and the Town may either terminate his/her employment in its sole discretion, or may allow the employee to continue in his/her current employment status. Should the Town, in its sole discretion, elect to terminate the employee at the end of the 30 day period, such termination shall be without recourse to the grievance procedure set forth below. The employee's probationary status continues to elapse during the 30 day notice period.

- D. Accrued vacation cannot be used during the first 180 days of an employee's probationary period.

Section 2: Discipline

- A. Employees who have completed the probationary periods as described above shall not be suspended without pay or discharged except for just cause.
- B. If the Union desires to contest the discharge or suspension of an employee, it shall give written notice thereof to the Town within ten (10) calendar days from the date of the notice to the employee of said discharge or suspension.
- C. Disputes shall be submitted and determined under the grievance and arbitration procedures set forth in Article V(A). Disputes involving suspension and/or discharge shall be submitted directly to the Town Manager under Step 2 of the grievance procedures in Article V(A).

ARTICLE V (A) **GRIEVANCE PROCEDURE**

Section 1

For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement. The Town and the Union agree to use every reasonable effort to prevent grievances from arising and to accomplish just and reasonable settlements.

Section 2

A grievance must be presented within ten working days of the time of the occurrence of the alleged contract violation, and must be presented in accordance with the steps, time limits and conditions set forth below in this Article:

- A. The Employee with a steward or representative, if he desires, shall take up the grievance or dispute in writing to the Highway Superintendent, within ten (10) working days of the occurrence giving rise to the grievance. The Highway Superintendent shall attempt to adjust the matter and shall respond in writing within five (5) working days. If the grievance is not satisfactorily settled at this step;

- B. It shall be appealed in writing within five (5) working days after receipt of the written answer of the Highway Superintendent by the Employee, to the Town Manager. The Town Manager or his/her designated representative, and the Employee, and counsel and/or authorized representative of the Union, shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) days, at a time agreed upon by both parties. If any person or persons are to represent or appear with the Employee at this meeting, the Town Manager will be informed in writing, no less than three (3) days before the meeting, of the names and titles of such persons. The Town Manager shall give his/her written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may;
- C. Be appealed to arbitration by written notice of such intention to appeal within ten (10) working days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article V (B).

Section 3

A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Town Manager to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 4

No reprisals of any kind will be taken by the Employer or the Town Manager or other representative of the Town against any party in interest or any participant in the grievance procedure, by reason of such participation.

ARTICLE V (B)
ARBITRATION

Section 1

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by the following procedure. The arbitrator is to be mutually selected by the Selectmen and the Union. If the Selectmen and the Union cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall, within five (5) working days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Selectmen to pay shall be limited to the obligation which the Selectmen can legally undertake in that connection. In no event shall any present or future member of the Selectmen have any personal obligation for any payment under any provision of this Agreement. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available at cost to the other party and the arbitrator. If fees or expenses are incurred and not paid by the Town, neither the Union nor its members shall be responsible to pay.

Section 3

Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration, unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions, as presented by the parties during the arbitration proceedings.

Section 4

The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby.

Section 5

The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE VI **HOURS OF WORK**

Section 1

The regular work week, except for those employees assigned to the Town's solid waste disposal/recycling facilities, if any, shall consist of five (5) eight hour days, Monday through Friday, 7:00 am to 3:30 PM to be followed by two (2) consecutive days off. On Saturdays, the hours of work for employees assigned to the solid waste disposal/recycling facility, if any, shall be 8:00 AM to 4:30 PM, unless otherwise agreed to by the parties.

Section 2

An additional fifteen (15) minutes will be added to the existing thirty (30) minute lunch period on payday to allow for travel to and from the bank.

ARTICLE VII **OVERTIME**

Section 1: Overtime

- A. All work in excess of eight (8) hours in one day (including consecutive work that carries from one day to another), and/or in excess of forty (40) hours in one week, shall be considered overtime, and shall be compensated at time and one-half the employee's regular hourly rate.
- B. All work in excess of twelve (12) consecutive hours, including the next regular workday, will be paid at the rate of double time. Any hours worked outside the regularly scheduled working week shall be paid at one –and-one half times the regular rate, (except where otherwise covered by this agreement, i.e. callback). In the event that the Highway Superintendent or the superintendent's designee releases

an employee from work so as to disrupt consecutive hours by three (3) hours or less, the actual hours worked by the employee shall be considered to have been consecutive hours, notwithstanding the break.

- C. All Sunday work and all worked performed on any day set forth in Article XVIII, Section 1 of this agreement shall be paid at double time.
- D. Regularly scheduled hours of work shall not be changed to eliminate the payment of overtime.
- E. Notwithstanding anything in the collective bargaining agreement (agreement) to the contrary, each bargaining unit member who performs overtime services during the winter season of inclement weather period of November 15th to April 15th, as defined in Article XXI of the agreement between the parties, shall receive payment for such overtime services in a separate paper/live check issued contemporaneously with the employee's regular paycheck for the applicable work period. It is understood between the parties that there may be situations where the overtime services are performed after the submission of the regular payroll. In those situations payment for the overtime services shall be due with the next regular paycheck. It is further understood between the parties that the separate snow and ice checks, so-called, shall be subject to the deduction of regular withholdings.

Section 2: Call Back

Any employee who has completed his/her normal work day, and who has been released from work by his/her supervisor, and who is thereafter recalled by a supervisor prior to his next scheduled work day, shall receive a minimum of four (4) hours overtime pay for such authorized call back. During the inclement weather period of November 15th to April 15th of each fiscal year an employee who reports to work outside of his regular work hours to perform scheduled overtime work shall receive a minimum of four hours of pay at the employee's applicable premium rate of pay.

Section 3: Standby Compensation and Responsibilities

- A. There will be a rotating list of employees of the Highway Department for the purpose of offering standby duties on an equitable basis.
- B. The Town will offer standby duties for a minimum of three months during the fiscal

year.

The designation of said months shall be at the sole discretion of the Highway Superintendent.

- C. An employee who agrees to be placed on Standby status agrees to be fit for duty and to respond within one half hour for emergency calls during off-duty hours during a given seven consecutive day period.
- D. Notwithstanding the start of the normal scheduled work day as set forth in this agreement or elsewhere, an employee who is placed on Standby shall report for work at 5:00 AM during the normally scheduled work week and shall work an eight (8) hour work day.
- E. In consideration of the employee being in Standby status (and thereby ready to respond, fit for duty) in a seven (7) consecutive day period the employee shall receive compensation equal to twenty-eight (28) hours of straight time pay. All employees who volunteer for standby list from November 15 – April 15, shall receive a stipend in the amount of four hundred and fifty dollars (\$450.00). Payment of this stipend shall be in the paycheck for the period including June 1 of each year.
- F. At the highway superintendent's discretion a weekend standby may be offered. In consideration of the employee being in Standby status (and thereby ready to respond, fit for duty from 3:30 p.m. on Friday afternoon through 7:00 a.m. the following Monday morning the employee shall receive compensation equal to twelve (12) hours of straight time pay. In the event of a holiday falls on a weekday the standby time will be extended to cover that Holiday (compensation will be adjusted accordingly).
- G. When the employee placed on standby is called back to work and performs such work after the normally scheduled work day but prior to the start of his/her next regularly scheduled work day, the employee shall receive a minimum of four (4) hours pay at time and one-half his/her regular wage rate.
- H. An employee on the Standby list who fails to respond within fifteen (15) minutes to the cell phone and pager, will have three (3) hours of compensation deducted from the

amount referred in Section 3E and will lose one half (1/2) of the \$450.00 stipend. A second failure to respond to call back duty will result in total forfeiture of the stipend.

- I. There will be a weekend rotating Standby list established for weekends during the non- winter months as defined by April 16 – November 14.
 - 1. All employees who volunteer for standby list from April 16 –November 14, shall receive a stipend by December 1, in the amount of four hundred dollars (\$400.00).
 - 2. An employee on the Standby list who fails to respond within fifteen (15) minutes to the cell phone and pager, will have three (3) hours of compensation deducted from the amount referred in Section 3(F) and will lose one half (1/2) of the \$400.00 stipend. A second failure to respond to call back duty will result in total forfeiture of the stipend.
 - 3. Standby status is defined as ready to respond, fit for duty from 3:30 p.m. on Friday afternoon through 7:00 a.m. the following Monday.
- J. An employee who is on Standby status on a family holiday as defined in this agreement shall receive 4 hours of straight time pay added to the on-call pay.

Section 4: Equitable Assignment of Overtime

Overtime shall be distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek according to job classification, seniority. Overtime work, when available shall be assigned based on job classification seniority on a rotational basis.

Section 5: Winter Vacation

Only one (1) employee shall be granted winter vacation at any given time from November 15 – April 15. This time shall be made up of five (5) continuous workdays over seven (7) continuous days. In exchange for winter vacation, the employee's incentive time shall be reduced by two (2) incentive days. If incentive time is not available, than the employees vacation and/or personal time shall be reduced by two (2) days.

For the purpose of this article, winter vacation time runs concurrently with the regular work day. Employees are required to give the Department Head at least four (4) weeks'

notice of desired vacation time. If this requirement is not met, the Department Head may decline the request. Employees on winter vacation are not eligible for overtime.

ARTICLE VIII

VACATIONS

Section 1: Policy

It is the policy of the Town of Westford that permanent employees be granted paid vacation each year based upon their length of service to the Town. In order to assure high productivity and morale among employees, it is the policy of Town that to the greatest extent possible vacation days shall be taken the year in which they are credited.

Section 2: Definitions

Active Month of Service - A period starting on the anniversary date of hire or rehire, whichever is later, and ending on the same date the following month in which the employee actively served the Town.

Credited Service - The length of an employee's continuous and uninterrupted service with the Town since the employee's hire or rehire, whichever is later. Net Credited service is not interrupted by reason of occupational sick leave, extended sick leave, unpaid leave under the Family and Medical Leave Act and similar authorized leaves.

Section 3: Eligibility

- A. All permanent employees accrue paid vacation based upon their Net Credited Service to the Town.
- B. Contract or temporary employees who are subsequently hired as a permanent employee without interruption in continuous service, shall have Net Credited Service calculated from the original date of hire as a contract/temporary employee; provided, however, that no paid vacation entitlement shall be considered to have accrued prior to the date of hire as a permanent employee.
- C. Permanent part-time employees earn paid vacation on a pro rated basis based on the Net Credited Service and the average number of regularly scheduled hours per week for the equivalent full-time position

Section 4: Vacation Accrual

A. Schedule

Vacation leave shall accrue on a weekly basis using complete Active Months of Service and a rate determined by the length of the employee's Net Credited Service, in accordance with the following schedule:

Net Credited Service in Months	Maximum Days	Maximum Carry over
0- 60	10	20
61 - 120	15	20
121 – 240	20	25
241 & Up	25	25

After completing sixty (60) months of Net Credited Service (five (5) years), employees immediately receive an extra five (5) days vacation and begin accruing vacation at the higher accrual rate. After completing one hundred twenty (120) months of Net Credited Service (ten (10) years), employees immediately receive an extra five (5) days vacation and begin accruing vacation at the higher accrual rate. After completing 240 months of service (twenty (20) years), employees immediately receive an extra five (5) days of vacation and begin earning at the new rate per month (2.08 days).

B. Limits on Accumulation

No more vacation days than as set forth in the above schedule may be carried over from one fiscal year to another. Unused vacation days in excess of those days shall be forfeited at the end of a given fiscal year. In the event of extraordinary circumstances owing to the service delivery needs of the department the Department Head may at his sole discretion allow additional days to be carried forward in the following fiscal year on the condition that such vacation leave is to be used within a prescribed period of time.

C. Scheduling of Vacation Leave

The scheduling of vacation leave shall be at the discretion of the department head at such times as will cause the least interference with the performance of the regular work of the department. Employees should give at least four (4) weeks notice of desired vacation time.

Employees requesting vacation leave with less than four (4) weeks notice must receive the approval of the department head.

D. Calculation of Vacation Pay

Vacation pay shall be computed at straight time rates of pay times the regular forty (40) hour work week.

E. Vacation Pay

Employees using five or more consecutive vacation days may submit a request for a vacation pay advance with the Town, provided such request is made at least 2 weeks prior to the last payroll date before the start of their vacation. Requests made and time taken must be in the same fiscal year.

ARTICLE IX **BEREAVEMENT LEAVE**

Each employee in the bargaining unit shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be for three (3) working days commencing with the day of death. For purposes of the Article, the term “immediate family” shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, grandparent, spouse and child, or member of the employee’s household.

The Department Head may grant employees additional time off, not to exceed two (2) additional days, after consultation with the designated representative of the bargaining unit and the Town Manager. The intent is to allow the Department Head to take into consideration the particular circumstances of an employee’s bereavement. These particular circumstances shall be documented by the Department Head in writing to the Human Resources Director and designated union representative and shall be attached to the employee’s time sheet showing the additional bereavement time.

ARTICLE X **SICK LEAVE PROGRAM**

Section 1

Except as otherwise provided by any special or general laws, an employee who becomes incapacitated due to an injury or illness arising out of his employment in the Town service,

shall be entitled to receive his regular pay, exclusive of overtime, from the date of the incapacity pending processing of the claim for benefits under the Town Workmen's Compensation Policy. If after thirty (30) days the claim has not been approved or otherwise acted upon by the workmen's compensation underwriter, continued payment of the employees regular compensation shall be subject to the approval of the Department Head, who may require a written report in support of the claim from a licensed physician as a condition of approval of continued payments. Upon approval of the claim the Town shall be entitled to recoup or otherwise recover that portion of the regular compensation which was otherwise covered by the insurance payments and the employee shall promptly contact the Town Manager to arrange for this recoupment as soon as practical.

Section 2

The Town shall make supplemental payments in the amount of the difference between the employee's regular pay, exclusive of overtime, and those benefits payable by Workmen's Compensation Insurance or other insurance plans paid for in whole or part by the Town for a period not to exceed 26 weeks from the date of the start of the incapacity.

Section 3

The Town reserves the right to recover in full, through payroll deductions or other methods, any amounts paid to employees in excess of the amounts required under the preceding paragraph. If the Workmen's Compensation claims is subsequently denied, the leave will be charged to the employee's sick leave per current practice. All permanent Town employees shall not have sick leave deducted while absent because of an occupational injury. All permanent Town employees shall not accrue benefits for the period of their incapacity while on occupational sick leave.

Section 4: Non-Occupational

Every permanent employee subject to this Agreement shall be allowed sick leave with pay for a period of up to 12 days during each calendar year, provided said leave is caused by sickness or injury, exposure to contagious disease, when an employee is required to undergo medical, optical, or dental treatment, or on account of serious illness or death of members of the employee's family. Sick leave shall commence on the day notification of the illness or injury is given by the employee, his family, or his physician. Failure to notify Department Head within two hours after starting time, except in extreme circumstances, will result in the employee being charged with leave without pay.

Section 5

Sick leave allowed under provisions of Section 2 shall be cumulative at the rate of one (1) day per month and may be accumulated up to 120 days maximum. Up to 90 days of accumulated sick leave shall be paid to those employees whose employment is terminated.

Section 6

When absence by reason of sickness or injury is for a period of more than three days, the said permanent employee shall file a certificate of disability, signed by a regularly licensed and practicing physician, before the employee shall be entitled to compensation as herein provided. The Department Head may, however, require the aforementioned certificate for any period less than three days if he deems it to be in the best interest of the Department.

Section 7

Any employee who has a total of more than 960 hours of accrued sick leave as of June 30th each year covered by the terms of this agreement shall be provided a sick leave pay-out at the rate of one (1) day for every three (3) days of accrual over 960 hours. This pay-out shall be made in the first full pay period in July.

Section 8

A Leave of Absence without pay for a limited period, not to exceed one month, may be granted by the Highway Superintendent for any reasonable purpose, if all other leave has been exhausted. Such leaves may be extended for any reasonable purpose. Reasonable purpose shall be agreed upon by the Town and the Union.

ARTICLE XI

SALARIES

Section 1: Wages

Compensation for employees covered by this Agreement shall be as agreed in the Appendix "A".

Section 2: Wing Plow Operator Differential

A two dollar (\$2.00) per hour differential will be paid to those snow plow operators assigned to plow snow with so-called Wing Plows. This compensation shall only be paid for each full

hour where operators are specifically assigned by the Highway Superintendent or designee to snow plows using wing plows. The differential is regular compensation and shall be paid with the employee's regular compensated earnings, and not by separate check.

Section 3: Placement on the Pay Scale

Employees shall be placed at step 1 of the pay scale on their date of hire.

Step increases will be suspended for one year beginning 7/1/11. Regular step advancement will commence on 7/1/12. Step suspension will not result in any double step advancement by any employee."

Section 4: Stipends for New Employees

Notwithstanding anything in the collective bargaining agreement to the contrary, each newly hired bargaining unit member who is entitled to receive stipends under the agreement but has

less than one year of service within the bargaining unit when the stipends are due to be paid shall be paid a pro rata share of the stipends for each month or part thereof the employee has worked in the bargaining unit, based on the stipend. For example, a newly hired employee who begins work between November 15th and April 15th will receive only a daily pro rata share of the incentive pay due under Article XXI. The pro rata share shall only apply to the first year an employee is in the bargaining unit.

ARTICLE XII

UNIFORM ALLOWANCE

Section 1: Policy

- A. The Town expects that employees will maintain a neat and professional appearance throughout the work day. Towards that end and in recognizing that clothing and footwear will be damaged as a result of the nature of the work being performed by the employees of the Highway Department, the Town of Westford provides a clothing allowance to these employees to assist in covering the cost of maintaining this neat and professional appearance. The Highway Supt. will provide feedback to any employee who reports to work in an appearance which he feels is unsuitable or unacceptable.

- B. Employees will not be required to maintain a specific uniform but will wear a shirt, jacket or other exterior article of clothing which includes the words “Town of Westford, Highway Dept.” or respective department on the exterior.
- C. Employees will wear work boots and footwear suitable to protect employees against safety hazards. The Town will provide other safety-related equipment and gear as needed.

Section 2: Uniform Allowance Procedures

- A. The Highway Superintendent will establish an account in the Town’s name with approved vendors for the purchase of work related clothing and shoes. Employees may charge work clothing purchases directly to the Town’s account and the Town will be invoiced directly to the vendor.
- B. In the alternative, employees may make work clothing purchases from other vendors or stores.

Section 3: Uniform Allowance

The Town shall budget \$875 per employee during each fiscal year of this contract for the purpose of providing and maintaining work related clothing and footwear. Appropriations for uniforms shall be under the control of the Department Head who shall make all expenditures and keep appropriate records of the same. If on June 1st of any fiscal year, an employee has an unexpended, unencumbered balance in his/her clothing allowance, the employee may expend a portion of said balance for the purchase of prescription eyeglasses, provided that such glasses are fitted with so-called safety lens.

ARTICLE XIII

JURY DUTY

While on jury duty, employees shall receive their normal compensation and the amount, (excluding travel allowance) received from the court, shall be signed over to the employer.

ARTICLE XIV
MILITARY LEAVE

Section 1

Permanent employees of the Highway Department who attend State or Federal Reserve Military training duty shall be paid any difference in compensation between that paid or payable in a normal working period of up to two weeks in their regular Town employment and the total compensation (excluding travel allowances) of the military duty. Such payment shall be limited to a period not to exceed two weeks in any calendar year and shall not include payment to members of the National Guard who may be mobilized during an emergency.

Section 2

A military leave of absence without pay shall be granted to any Town employee called to active duty with the State or Federal Armed Forces for purposes other than the routine annual tour of duty for training purposes, and seniority rights shall not be affected while this leave of absence is in effect.

ARTICLE XV
INSURANCES

Section 1

Employees covered by this Agreement shall be covered with a Life Insurance Policy in the amount of Ten Thousand (\$10,000.00) Dollars, with the Town paying 50% of the premiums.

Section 2

The Town will continue to pay for the health insurance programs approved by the Town at the rate of sixty (60%) of the premium of the PPO and sixty-five (65%) of the premium of the HMO as provided in Chapter 32B, Section 7 of the General Laws. This provision shall be superseded by any adopted legislative amendments to M.G.L. c. 32B.

Section 3

Upon acceptance by vote of a Town Meeting, Section 7A of General Laws Chapter 32B allows the Board of Selectmen to establish a subsidiary or additional rate of contribution by

the Town towards group health insurance premiums. Acceptance of Section 7A does not in and of itself require the establishment of a subsidiary or additional rate. Section 7A requires that any such subsidiary or additional rate on contribution shall apply to all employees of the Town participating in the health insurance program. If during the term of this agreement the Selectmen contemplate establishing a subsidiary or additional rate of contribution, the Town will notify the union and negotiate to the extent required under Ch. 150E and Ch. 32B of the General Laws.

Section 4

Each party agrees, if requested by the other, to meet to discuss the issue of developing a program for bargaining unit employees who elect to opt out of the town-sponsored health insurance plans.

Section 5

These provisions shall be superseded by any adopted legislative amendments to M.G.L. c. 32B for the life of this contract.

ARTICLE XVI **LONGEVITY**

Section 1

In recognition for continuous full-time employment, those employees entitled to vacation leave shall be granted an annual payment as follows:

Length of Continuous Service:

Upon completion of 5 years service	\$500.00
Upon completion of 10 years service	\$750.00
Upon completion of 15 years service	\$1,000.00
Upon completion of 20 years service	\$1,500.00
Upon completion of 25 years service	\$2,000.00
Upon completion of 30 years service	\$2,500.00

Section 2

The foregoing sums are fixed and are not subject to percentage increases.

ARTICLE XVII
PAYROLL DEDUCTION OF DUES/AGENCY FEE

Section 1: Dues

The Town agrees to deduct such dues as are designated by the Union from each employee who signs a membership form. The union is responsible for payroll deduction authorizations.

Section 2: Agency Fee

Employees who choose not to become members of the Union within the effective date of this Agreement or thirty days after the date of beginning employment with the Town, whichever is later, shall be required to pay an agency fee as a condition of employment in accordance with the provisions, limitations and procedures of Mass. General Laws, Ch. 150, Section 12 and all pertinent federal and state regulations.

The Town's obligation is limited to making such deduction, if the amount of wages in that work period permit, and such obligation shall cease at the time that the employee is terminated or separated from employment with the Town. The Union shall and hereby holds harmless the Town of Westford and indemnifies the Town from any liability and costs incurred in implementing this article.

Section 3: Remittance

Said dues and agency fee, shall be deducted weekly and shall be transferred to the WPWA by way of electronic transfer to a bank account as directed by the WPWA, or such other means as requested by the union. Upon request of the WPWA the Town shall provide the WPWA with a list of bargaining unit employees, including home addresses and other contact information and a breakdown of the dues or agency fee collected from each such employee.

ARTICLE XVIII
HOLIDAYS

Section 1

The following days shall be recognized as paid holidays for Highway Department employees:

Martin Luther King Day
Presidents Day
Patriot's Day
Memorial Day

Labor Day
Columbus Day
Veteran's Day
Day after Thanksgiving

Permanent Town employees shall be paid one day at regular straight time pay for all designated holidays listed above. Employees who work, or are called in to work on the designated holidays listed above shall receive double pay in addition to his/her regular holiday pay for a minimum of four (4) hours.

Section 2

The following holidays shall be considered family holidays:

Thanksgiving Day
Christmas Day
New Year's Day
Independence Day (4th of July)

Permanent employees covered by this agreement shall be paid one day at regular straight time pay for all designated holidays listed above. Employees who work, or are called in to work on the Family Holidays listed above shall receive double time and one-half pay in addition to his/her regular holiday pay for a minimum of four (4) hours. To be eligible for double time and one-half pay the employee must be called in to work on the actual holiday and not the observed day.

Section 3

In order to qualify for holiday compensation, Town employees must be in "pay status" the regularly scheduled day before the holiday and after to be eligible. "Pay status" includes sick, personal and vacation time. Unpaid time does not qualify for holiday compensation.

ARTICLE XIX

BULLETIN BOARD AND MEETING SPACE

The Town agrees to provide a bulletin board for Union information, and suitable space for Union meetings.

ARTICLE XX
EXTRAORDINARY WEATHER CONDITIONS

Section 1: Sanding Teams

- A. In the interest of employee safety, the Town will employ two sanders in winter sanding operations. In the event that a second sander cannot be located or the second sander is otherwise delayed, the first driver will begin sanding operations without delay or shall continue without interruption.

Section 2: Summer Weather Conditions

- A. On days when the temperature outside rises over 95 degrees, employees shall be granted administrative leave, without loss of pay (except in emergency). In lieu of administrative leave, employees may be required to attend training seminars on days when the temperature outside rises over 95 degrees, provided such training is conducted in an air conditioned environment.
- B. In cases where temperature outside is between 92 degrees and 95 degrees, inclusive, the Highway Superintendent will provide employees with lighter duty and less heat sensitive work, except in the case of an emergency.
- C. The use of Highway or Public Works Department weather equipment or the use of Weather Bug or other computer based weather program - as agreed upon by the parties - may be used to determine local weather conditions.
- D. All temperatures referred to in this agreement are as found on the Fahrenheit scale.

Section 3: Winter Weather Conditions

- A. On days when the wind chill factor is 0 degrees or below the Town agrees to limit the amount of time employees are required to work outside to no more than thirty consecutive minutes followed by a break of no less than ten minutes.

ARTICLE XXI
HIGHWAY FACILITIES

The Town agrees to allow the Union to disable the video surveillance camera located in the second floor lunch room (by placing cardboard or some other object over the lens) when Union meetings are taking place. The Union understands that all other facility video surveillance cameras operate twenty-four (24) hours per day, and record on a self-deleting

(approximately every thirty (30) days) digital loop.

On a trial basis, a limited number of bargaining unit members will be allowed to park their personal vehicles in the DPW's truck-wash location when a snowstorm of some significance occurs. The decision to allow the parking of personal vehicles, including how many, will be made in the sole discretion of the DPW Superintendent.

The Union has arranged for the placement of vending machines in the DPW facility. The Town agrees to allow the Union to take over and operate the vending machines. The Union agrees that any work or activity related to the vending machines must be performed during non-work time. The Town assumes no responsibility for the machines or their operation, including but not limited to workers' compensation claims.

ARTICLE XXII

AVAILABILITY FOR DUTY

Section 1: Availability for Duty as Condition of Employment

It shall be a condition of employment that employees covered by this Agreement shall be available for duty and shall report for duty within one-hour of being ordered to report for duty during the inclement weather period of November 15th to April 15th of each fiscal year. It is further recognized that due to inclement weather and hazardous driving conditions, employees may be delayed in responding to work. Employees who are delayed shall immediately notify the department head or operations supervisor of the nature of the delay and the length of the delay. Employees so notifying the department head or operations supervisor shall not be subject to any penalty due to the delay. Employees who are on sick leave shall not be subject to the foregoing reporting requirement.

Section 2: Incentive Payment

In consideration for the aforementioned availability, employees covered by this Agreement shall receive the following incentive days off with pay as calculated from an employee's anniversary date.

1. Employees employed between November 15th and April 15th will receive five (5) incentive days, and employees employed after November 15th shall receive a pro rate share of the five (5) incentive days.

In consideration of being available for duty between November 15th and April 15th each year, the Town will pay a bonus of \$700 in addition to incentive days to each employee who fulfills the standby obligation. This payment will be made on or about the 1st of December, subject to recoupment if such obligation is not fulfilled.

Section 3: Scheduling of Use of Incentive Days

The scheduling of said incentive days shall be subject to the approval of the Department Head, whose approval shall not be unreasonably withheld. Incentive days must be taken by the first day of November following the April 1st end of the inclement weather period. Should an employee not take said incentive days by October 31st, he shall be compensated for said incentive days at his regular rate of pay.

Section 4: Incentive Days as Full Days

Incentive days shall be taken in full day increment unless otherwise permitted by the Highway Superintendent in advance.

Section 5: Forfeit of Incentive Days

In the event that an employee covered by this Agreement is unavailable for duty during this period at any time, said employee shall lose one half of his incentive days for that fiscal year. In the event that an employee is unavailable for a second time during this period, said employee shall lose his entire incentive day allocation for that fiscal year and be subject to disciplinary proceedings. In determining whether an employee has fulfilled his/her obligation to be available for duty, it is understood that the employee is expected to be available for inclement weather, which is predictable and forecastable and shall not be penalized in the event of sudden or unexpected weather.

ARTICLE XXIII

PERSONAL DAYS

Employees covered by this Agreement shall receive three (3) personal days with pay during each fiscal year. An employee who wishes to take a personal day shall notify the head of the Department 48 hours before taking said day. The Department Head, in his/her sole discretion, may grant the use of a personal day with less than 48 hours notice consistent with operational needs and scheduling requirements of the department.

ARTICLE XXIV
LICENSE RENEWALS

Section 1

The Town agrees to reimburse employees for the cost of renewing licenses required by the Town as a condition of employment. Existing employees will be reimbursed for the cost of any new license which may be required by the employer. The Town will cover the cost of one CDL medical exam per renewal.

Section 2

In addition to payments due employees under section 1 of this article the Town shall make payments to employees who hold the following positions or hold the applicable certifications, licenses or permits:

<u>Job classification*</u>	<u>Tools Stipend</u>
Mechanics Supervisor	\$150.00 per month
Mechanic	\$150.00 per month
<u>Certification, license, etc.</u>	<u>Stipend</u>
CDL, Class A Endorsement	\$150.00 per year
Tanker Endorsement	\$150.00 per year
Hazardous Material Endorsement	\$150.00 per year
Hydraulics/Hoisting License**	\$150.00 per year
Pesticide Application License	\$150.00 per year

Employees are limited to three stipends of their election, provided they qualify for such stipends. Payments due monthly under this article shall be paid with the first paycheck of each month. Payments due yearly shall be paid with the first February pay check of the year each payment is due. Payments are due employees who hold the certification or license as of July 1st of each year. Employees obtaining certifications or licenses qualifying for stipends hereunder after July 1st shall have their payments pro-rated.

* Any stipend paid to a mechanic under this section shall not count toward the number of stipends an employee is allowed to receive through this Article.

**Any endorsement above the loader/backhoe license.

The parties agree that the monthly payment due the Mechanic Supervisor under this article is currently being paid to an employee in the Operations Supervisor/Fleet position. The parties further agree that the stipend being paid shall expire when that employee vacates his position and no longer has mechanic duties in the bargaining unit. The parties further agree to meet for the purposes of determining a new monthly stipend payable to the Mechanic Supervisor and/or Operations Supervisor/Fleet position prior to its being filled.

ARTICLE XXV

TRAINING AND DEVELOPMENT

Section 1: Policy

The Town will seek funding in the amount of \$5000.00 per fiscal year, beginning in Fiscal Year 2009 to be placed in the appropriate department's budget. These funds are to be used for reimbursing bargaining unit employees for the cost of tuition and books for courses, seminars and educational programs subject to all of the conditions set forth in Section 2 of this article.

Section 2: Conditions

- A. Courses, seminars or programs must be approved in writing by the Department Head in advance as being reasonably related to the development of relevant job knowledge and skills. Such approval is subject to the needs of the Town as determined by the Town Manager or his/her designee.
- B. Funds shall have been specifically appropriated or generally available at the time of the request as determined by the Department Head.
- C. The reimbursement will be paid to the employee only upon proof of satisfactory completion of the course, seminar or program.
- D. Any disputes arising under this article shall be grievable up to and including Step 2 of the Grievance Procedure of Article V (A). The decision at Step 2 as such shall be final and there shall not be recourse to arbitration under Article (B) of this agreement.

ARTICLE XXVI

WORK IN HIGHER GRADE

If an employee, due to another employee's illness, vacation, jury duty or a leave, is

specifically assigned by his/her supervisor or Department Head (with the approval of the Town Manager) to a position at a higher pay grade, that employee shall receive an additional dollar (\$1.00) per hour for the first five days, and thereafter shall receive the lowest pay rate in the higher job classification that is greater than a one dollar (\$1.00) per hour increase in wage.

ARTICLE XXVII

DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy governing employees covered by this Agreement shall be as agreed in the Appendix "B".

ARTICLE XXVIII

LOSS OF LICENSE

All employees are required to maintain a valid commercial driver's license (CDL) as a condition of continued employment with the Town subject only to the exceptions contained in this agreement. Should an employee's CDL lapse, be revoked or otherwise become invalid the employee shall maintain employment with the Town only under the following circumstances:

1. Full compliance with the provisions of Article XXVI - Drug and Alcohol Policy.
2. Upon return to work without a CDL, the employee will be compensated at the Senior Laborer Rate, an hourly wage rate that is the mid-point of the Heavy Equipment Operator (HEO) and Laborer rates.
3. The time limit under this article shall be ninety (90) days from the initial date of license suspension or revocation.
4. The employee will be reinstated to his original position on the 91st day following the initial date of license suspension or revocation, provided his CDL has been reinstated.
5. In the event that an employee's CDL is suspended or revoked for more than ninety (90) days, the employee shall be subject to dismissal from the Town's employment; such dismissal may be waived or the time line extended by the Highway Superintendent or Town Manager.
6. Notwithstanding anything to the contrary in this Agreement, the parties agree to negotiate over the subject of CDL's should there be any significant change in the laws or regulations governing CDL's during the term of this Agreement.

ARTICLE XXIX
PURPOSE OF SENIORITY

The purpose of the seniority list is primarily for the rotation of overtime in accordance with Article VII. In regard to promotions, a Management Right in accordance with Article III, the Highway Superintendent will establish a Promotions Board of himself, the Human Resources Director, the Union President and one designee. All things being equal in regard to candidates considered for a promotion, the most senior employee shall be offered the position first.

ARTICLE XXX
JOB POSTINGS

When the employer elects to fill a bargaining unit position covered by the Agreement, such vacancy shall be posted on the Union's bulletin board and shall remain posted for ten (10) working days. Said posting of vacancies shall also be forwarded to the Union President. The posting of vacancies shall contain a statement of pay rates, duties and qualifications established for the position. Employees interested shall apply, in writing, during such ten (10) day period, and when the position is awarded; all qualified employees where the vacancy exist will be given first consideration. The applicant who meets the job description and qualification shall receive the position.

When an employee has been selected to fill a vacancy according to the above procedure, he or she and the President of the Union shall be notified of the selection.

ARTICLE XXXI
ASSOCIATION —MANAGEMENT MEETINGS

There will be a Joint Union Management Committee (JUMC) established which meets once a quarter, or sooner if necessary to discuss work issues that do not pertain to the collective bargaining agreement with respect to pay, wages, hours of work and other conditions of employment. The JUMC will be comprised of three members of the local, the Highway Department Head, the Park, Recreation and Cemetery Director, the Town Manager and the Human Resources Director. In addition the JUMC shall meet to discuss and recommend the types of tools, equipment, electronic gear and components, and supplies used by the department in its operations. The members-at-large shall be appointed by the Association.

It is agreed upon by the parties that the JUMC meetings are not to substitute for any bargaining obligations the parties have to each other.

ARTICLE XXXII

FMLA/MATERNITY/PATERNITY

The Family and Medical Leave Act (FMLA) of 1993, signed into law on February 5, 1993, provides workers the right to take unpaid job-protected leave for meeting family health needs and for the worker's own illness.

Massachusetts Maternity Leave Act (MMLA): If you are not eligible for leave under the FMLA, you may be entitled to maternity leave under the Massachusetts Maternity Leave Act (MMLA). The MMLA provides eight weeks of job-protected leave to full-time female employees who have completed their initial probationary period and it requires employers to restore a female employee who takes no more than eight weeks of leave for the purposes of giving birth or adoption to her previous or similar position with the same status, pay, length of service credit, and seniority. M.G.L. c. 149, §105D.

Small Necessities Leave Act (SNLA): In May of 1998, Massachusetts lawmakers enacted the Small Necessities Leave Act (SNLA) to provide certain eligible employees with a total of 24 hours of unpaid leave during any 12-month period. These 24 hours of unpaid leave would be in addition to the 12 weeks already allowed under the Family Medical Leave Act. MGL c. 149, s.52D/ 940 CMR 20.

ARTICLE XXXIII

CELL PHONES

Effective 7/1/11, employees may choose to:

1. Be issued a Town cell phone for work purposes only

or

2. Be reimbursed \$25 per month for the use of their personal cell phone for work purposes:

- a. This reimbursement is only payable during the FY12 and FY13 contract period. Any future reimbursement will need to be negotiated.
- b. Union agrees to hold the Town harmless, and the Town is not responsible, under any circumstances, for the employee's personal cell phone. The employee is obligated to ensure their cell phone is in service is in working order, and the employee must replace if lost or damaged.
- c. The employee is required to provide their cell phone number to the Town. This number will be loaded in the Town "directory" and may be subject to public records requests.
- d. There will be quarterly bill submissions based on the fiscal year beginning in October 2011 for the prior three billing cycles. The phone number on the bill is to match the cell phone number provided to and used by the Town. Payment is to be issued within 30 days of submittal.

ARTICLE XXXIV

CONTRACTORS

1. Contractor Language

The Highway Department agrees to limit the use of contractors for the following highway operations:

1. Sanding operations
2. After storm snow removal and clean up
3. Line painting (excluding fog lines and center lines)
4. unless safety issues or lack of equipment requires the use of contractors. This is to be re-evaluated after the term of this contract

The parties further agree to meet during the course of this agreement, for the purposes of discussing other work being performed by contractors that might be more efficiently or economically performed by the bargaining unit, including work needing to be performed within other departments.

ARTICLE XXXIV
DURATION

This Agreement shall be in full force and effect from July 1, 2011 to and including June 30, 20013. This Agreement shall remain in full force and effect until any such changes and revisions have been agreed upon.

FOR THE TOWN OF WESTFORD:

Signature

Date

Printed Name

FOR WESTFORD PUBLIC WORKS ASSOCIATION:

Signature

Date

Printed Name

Signature

Date

Printed Name

Signature

Date

Printed Name

APPENDIX "A"
TO COLLECTIVE BARGAINING AGREEMENT
EFFECTIVE JULY 1, 2011
WESTFORD HIGHWAY DEPARTMENT HOURLY RATES

- a. Effective 7/1/11, all steps on the salary schedule shall be increased by zero percent (0%) for FY12 and FY13 and if the Town, exclusive of any JLMC award, voluntarily negotiates base wage increases in FY13 with any other Town union, the parties agree the contract will be reopened for the limited purpose of further base wage negotiations.
- b. Step increases will be suspended for one year beginning 7/1/11. Regular step advancement will commence on 7/1/12. Step suspension will not result in any double step advancement by any employee.
- c. Employees who have not reached max step as of 6/30/11 will receive a onetime payment in the amount of \$500, minus standard deductions, not to be included in their base wages, within 30 days of Board of Selectmen ratification of this agreement.
- d. Employees who have reached max step as of 6/30/11 will receive a onetime payment in the amount of \$300, minus standard deductions, not to be included in their base wages, within 30 days of Board of Selectmen ratification of this agreement.

Wages:

FY'12: 0%

FY'13: 0%

WESTFORD PUBLIC WORKS ASSOCIATION PAY RATES .July 1, 2011 through June 30, 2013						
2.5% Increase; 6 th step reduced to 3.5% differential over 5 th step. Employees reach 6 th step one year after reaching 5 th step.						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
OPERATIONS SUPERVISOR (HIGHWAY)	\$24.44	\$25.30	\$26.19	\$27.09	\$28.04	\$29.54
OPERATIONS SUPERVISOR (FLEET/PARK)	\$24.44	\$25.30	\$26.19	\$27.09	\$28.04	\$29.02
CREW SUPERVISOR	\$22.49	\$23.28	\$24.09	\$24.92	\$25.80	\$26.70
PARKS SUPERVISOR	\$22.49	\$23.28	\$24.09	\$24.92	\$25.80	\$26.70
CEMETERY SUPERVISOR	\$22.49	\$23.28	\$24.09	\$24.92	\$25.80	\$26.70
MECHANICS SUPERVISOR	\$22.49	\$23.28	\$24.09	\$24.92	\$25.80	\$26.70

HEAVY EQUIPMENT OPERATOR (HEO)	\$20.64	\$21.37	\$22.10	\$22.88	\$23.68	\$24.51
SENIOR LABORER	\$15.96	\$16.51	\$17.09	\$17.68	\$18.31	\$18.95
MECHANIC	\$21.60	\$22.36	\$23.13	\$23.94	\$24.78	\$25.65
LABORER	\$11.26	\$11.65	\$12.06	\$12.48	\$12.93	\$13.38